

February 3, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of a Local Subrecipient Grant Agreement with Clackamas County Children's Commission to provide Kindergarten Partnership Innovation Services in Clackamas County Agreement is \$76,915 funded through Oregon Early Learning Division  
No County Funds are involved

<b>Purpose/Outcome</b>	Clackamas County Children's Commission (CCCC) will provide culturally-responsive Kindergarten Partnership Innovation (KPI) services that increase Kindergarten readiness for pre-kindergarten children and families living in Clackamas County. <ul style="list-style-type: none"> <li>• CCCC will coordinate and facilitate Pre-Kindergarten Summer camps for a minimum of 45 unduplicated children, with additional parenting education opportunities for parents and primary care-givers.</li> <li>• A focus will be given on recruiting and enrolling children/families with no previous preschool experience, and children from the Black and Indigenous People of Color (BIPOC) community</li> <li>• Children will receive materials to be taken home to support learning and kindergarten preparation</li> </ul>
<b>Dollar Amount and Fiscal Impact</b>	Agreement has a maximum value of \$76,915. No County General Fund involved
<b>Funding Source</b>	State of Oregon, Dept of Education through its Early Learning Division - Kindergarten Innovation Partnership Grant
<b>Duration</b>	This agreement is effective February 1, 2022 for services ending June 30, 2023.
<b>Previous Board Action/Review</b>	Previous Board Action: n/a Board Issues Date: 2/1/22
<b>Strategic Plan Alignment</b>	1. Ensure safe, healthy and secure communities
<b>Counsel Review</b>	This Intergovernmental Agreement has been reviewed and approved by County Counsel on 1/4/2022, KR
<b>Procurement Review</b>	Was the item processed through Procurement? No. Subrecipient grant amendment, selected through a competitive process
<b>Contact Person</b>	Adam Freer 971-533-4929
<b>Contract No.</b>	H3S CFCC #10466

**BACKGROUND:**

The Children, Family & Community Connections Division of the Health, Housing and Human Services Department requests approval of a Local Subrecipient Grant Agreement with CCCC to provide Kindergarten Innovation Services to children and families living in Clackamas County. CCCC was selected through a competitive process to provide culturally responsive evidence-based Early Learning programming and workshops to children and families to support a smooth transition into Kindergarten and strengthen connections and collaborations between the early care and education sector systems.

This Local Subrecipient Grant Agreement is effective upon signature by all parties for services starting on February 1, 2022 and terminating on June 30, 2023. This Agreement has a maximum value of \$76,915.

**RECOMMENDATION:**

Staff recommends the Board approval of this Agreement and authorization for Tootie Smith, Board Chair, to sign on behalf of Clackamas County.

Respectfully submitted,



Rodney A. Cook, Director  
Health, Housing & Human Services

<b>CLACKAMAS COUNTY, OREGON</b> <b>LOCAL SUBRECIPIENT GRANT AGREEMENT CFCC-10466</b>	
Program Name: <b><i>Kindergarten Readiness Partnership &amp; Innovation Program</i></b> Program/Project Number: 400320463	
This Agreement is between <b><u>Clackamas County, Oregon</u></b> , acting by and through its Health, Housing & Human Services Children, Family & Community Connections Division (COUNTY) and <b><u>Clackamas County Children's Commission</u></b> (SUBRECIPIENT), an Oregon Non-profit Organization.	
<b>COUNTY Data</b>	
Grant Accountant: <b><i>Joseph Rosevear</i></b>	Program Manager: <b><i>Chelsea Hamilton</i></b>
Clackamas County Finance 2051 Kaen Road Oregon City, OR 97045 (503) 752-5429 jrosevear@clackamas.us	Children, Family & Community Connections 112 11 <sup>th</sup> Street Oregon City, OR 97045 (971) 990-5677 chamilton@clackamas.us
<b>SUBRECIPIENT Data</b>	
Finance/Fiscal Representative: <b>Carlos Valles</b>	Program Representative: <b>Christina Aguirre</b>
Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565 Carlosv@clackcokids.org	Clackamas County Children's Commission 16518 SE River Road Milwaukie, OR 97267 503-675-4565 Christinaw@clackcokids.org
FEIN: 19-30624672	

**RECITALS**

1. Clackamas County Children's Commission., (SUBRECIPIENT), a local Nonprofit 501(c)(3) organization, was selected through a competitive process to provide community and school partnerships and innovations that result in measurable increases in readiness for pre-kindergarten children aged 4-5 years in Clackamas County.
2. SUBRECIPIENT will offer Pre-Kindergarten Summer camps to children and families with no previous preschool experience through-out Clackamas County. These summer engagement programs will provide children and their parents the opportunity to become familiar with and practice skills necessary for a smooth transition into Kindergarten and lifelong success.
3. This Agreement of financial assistance sets forth the terms and conditions pursuant to which SUBRECIPIENT agrees on delivery of the Program.

NOW THEREFORE, according to the terms of this Local SUBRECIPIENT Agreement, COUNTY and SUBRECIPIENT agree as follows:

## AGREEMENT

1. **Term and Effective Date.** This Agreement shall become effective on the date it is fully executed and approved as required by applicable law. Funds issued under this Agreement may be used to reimburse SUBRECIPIENT for expenses approved in writing by County relating to the project incurred no earlier than **February 1, 2022** and not later than **June 30, 2023**, unless this Agreement is sooner terminated or extended pursuant to the terms hereof. No grant funds are available for expenditures after the expiration date of this Agreement.
2. **Program.** The Program is described in Attached Exhibit A-1: SUBRECIPIENT Scope of Work. SUBRECIPIENT agrees to perform the Program in accordance with the terms and conditions of this Agreement.
3. **Standards of Performance.** SUBRECIPIENT shall perform all activities and programs in accordance with the requirements set forth in this Agreement and all applicable laws and regulations. Furthermore, SUBRECIPIENT shall comply with the requirements of the State of Oregon, Early Learning Division Grant Agreement that is the source of the grant funding.
4. **Grant Funds.** The COUNTY's funding for this Agreement is the State of Oregon acting by and through its Department of Education, Early Learning Division issued to COUNTY. The maximum, not to exceed, grant amount that the COUNTY will pay on this Agreement is **\$76,915**.
5. **Disbursements.** This is a cost reimbursement grant and disbursements will be made in accordance with the requirements contained in Exhibit D-1: Request for Reimbursement.

Failure to comply with the terms of this Agreement may result in withholding of payment.

6. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties. **SUBRECIPIENT must submit a written request including a justification for any amendment to the COUNTY in writing at least forty five (45) calendar days before this Agreement expires.** No payment will be made for any services performed before the beginning date or after the expiration date of this Agreement. If the maximum compensation amount is increased by amendment, the amendment must be fully effective before SUBRECIPIENT performs work subject to the amendment.
7. **Termination.** This Agreement may be terminated by the mutual consent of both parties or by a party upon written notice from one to the other. This notice may be transmitted in person, by mail, facsimile, or by email, with confirming record of delivery confirmation through electronic mail return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. .
8. **Funds Available and Authorized.** COUNTY certifies that it has been awarded funds sufficient to finance the costs of this Agreement. SUBRECIPIENT understands and agrees that payment of amounts under this Agreement is contingent on COUNTY receiving appropriations or other expenditure authority sufficient to allow COUNTY, in the exercise of its reasonable administrative discretion, to continue to make payments under this Agreement.
9. **Future Support.** COUNTY makes no commitment of future support and assumes no obligation for future support for the activity contracted herein except as set forth in this agreement.
10. **Administrative Requirements.** SUBRECIPIENT agrees to its status as a SUBRECIPIENT, and accepts among its duties and responsibilities the following:
  - a) **Financial Management.** SUBRECIPIENT shall comply with Generally Accepted Accounting Principles (GAAP) or another equally accepted basis of accounting, use adequate internal controls, and maintain necessary sources documentation for all costs incurred.

- b) **Revenue Accounting.** Grant revenue and expenses generated under this Agreement should be recorded in compliance with generally accepted accounting principles and/or governmental accounting standards. This requires that the revenues are treated as unearned income or “deferred” until the compliance requirements and objectives of the grant have been met. Revenue may be recognized throughout the life cycle of the grant as the funds are “earned”. All grant revenues not fully earned and expended in compliance with the requirements and objectives at the end of the period of performance must be returned to the County within 15 days.
- c) **Budget.** SUBRECIPIENT use of funds may not exceed the amounts specified in the Exhibit B: SUBRECIPIENT Program Budget. SUBRECIPIENT may not transfer grant funds between budget lines without the prior written approval of COUNTY. At no time may budget modifications change the scope of the original grant application or agreement.
- d) **Allowable Uses of Funds.** SUBRECIPIENT shall use funds only for those purposes authorized in this Agreement and in accordance with the State of Oregon acting by and through its Department of Education, Early Learning Division.
- e) **Period of Availability.** SUBRECIPIENT may charge to the award only allowable costs resulting from obligations incurred during the term and effective date. Cost incurred prior or after this date will be disallowed.
- f) **Match.** Matching funds are not required for this Agreement.
- g) **Payment.** Routine requests for reimbursement should be submitted monthly by the 15<sup>th</sup> of the following month using the form and instructions in Exhibit D-1: Request for Reimbursement. SUBRECIPIENT must submit a final request for payment no later than fifteen (15) days after the end date of this Agreement.
- h) **Performance and Financial Reporting.** SUBRECIPIENT must submit Performance Reports according to the schedule specified in Exhibit C: SUBRECIPIENT Performance Reporting. SUBRECIPIENT must submit Financial Reports according to the schedule specified in Exhibit D: Request for Reimbursement. All reports must be signed and dated by an authorized official of SUBRECIPIENT.
- i) **Audit.** SUBRECIPIENT shall comply with the audit requirements prescribed by State and Federal law.
- j) **Monitoring.** SUBRECIPIENT agrees to allow access to conduct site visits and inspections of financial and programmatic records for the purpose of monitoring. COUNTY, and its duly authorized representatives shall have access to such records and other books, documents, papers, plans, records of shipments and payments and writings of SUBRECIPIENT that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts, copies and transcripts. Monitoring may be performed onsite or offsite, at COUNTY's discretion.
- k) **Record Retention.** SUBRECIPIENT will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years following the Project End Date (June 30, 2023), or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

- l) **Failure to Comply.** SUBRECIPIENT acknowledges and agrees that this agreement and the terms and conditions therein are essential terms in allowing the relationship between COUNTY and SUBRECIPIENT to continue, and that failure to comply with such terms and conditions represents a material breach of the original contract and this agreement. Such material breach shall give rise to COUNTY's right, but not obligation, to withhold SUBRECIPIENT grant funds until compliance is met, reclaim grant funds in the case of omissions or misrepresentations in financial or programmatic reporting, or to terminate this relationship including the original contract and all associated amendments.

#### 11. Compliance with Applicable Laws

- a) **Public Policy.** SUBRECIPIENT expressly agrees to comply with all public policy requirements, laws, regulations, and executive orders issued by the Federal government, to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) all regulations and administrative rules established pursuant to the foregoing laws; and (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and as applicable to SUBRECIPIENT.
- b) **State Statutes.** SUBRECIPIENT expressly agrees to comply with all statutory requirements, laws, rules, and regulations issued by the State of Oregon, to the extent they are applicable to the agreement.
- c) **Conflict Resolution.** If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Agreement, SUBRECIPIENT shall in writing request COUNTY resolve the conflict. SUBRECIPIENT shall specify if the conflict(s) create a problem for the design or other Services required under the Agreement.

#### 12. General Agreement Provisions.

- a) **Indemnification.** SUBRECIPIENT agrees to indemnify and hold COUNTY harmless with respect to any claim, cause, damage, action, penalty or other cost (including attorney's and expert fees) arising from or related to SUBRECIPIENT's negligent or willful acts or those of its employees, agents or those under SUBRECIPIENT's control. SUBRECIPIENT is responsible for the actions of its own agents and employees, and COUNTY assumes no liability or responsibility with respect to SUBRECIPIENT's actions, employees, agents or otherwise with respect to those under its control.
- b) **Insurance.** During the term of this agreement, SUBRECIPIENT shall maintain in force, at its own expense, each insurance noted below:
  - 1) **Commercial General Liability.** SUBRECIPIENT shall obtain, at SUBRECIPIENT's expense, and keep in effect during the term of this agreement, Commercial General Liability Insurance covering bodily injury, death, and property damage on an "occurrence" form in the amount of not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for the protection of COUNTY, its officers, commissioners, and employees. This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. This policy(s) shall be primary insurance as respects to

the COUNTY. Any insurance or self-insurance maintained by COUNTY shall be excess and shall not contribute to it.

- 2) **Commercial Automobile Liability.** If the Agreement involves the use of vehicles, SUBRECIPIENT shall obtain at SUBRECIPIENT expense, and keep in effect during the term of this agreement, Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The combined single limit per occurrence shall not be less than \$1,000,000.
- 3) **Professional Liability.** If the Agreement involves the provision of professional services, SUBRECIPIENT shall obtain and furnish the COUNTY evidence of Professional Liability Insurance covering any damages caused by an error, omission, or negligent act related to the services to be provided under this agreement, with limits not less than \$2,000,000 per occurrence for the protection of the COUNTY, its officers, commissioners and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to this agreement. COUNTY, at its option, may require a complete copy of the above policy.
- 4) **Network Security and Privacy Liability.** SUBRECIPIENT must provide network security and privacy liability insurance for the duration of the Grant and for the period of time in which SUBRECIPIENT (or its business associated, contractors, or subgrantees) maintains, possesses, stores or has access to Agency or client data, whichever is longer, with a combined single limit of no less than \$1,000,000 per claim or incident. This insurance must include coverage for third party claims and for losses, thefts, unauthorized disclosures, access or use of Agency or client data (which may include, but is not limited to, Personally Identifiable Information (“PII”) in any format, including coverage for accidental loss, theft, unauthorized disclosure or use of Agency data.
- 5) **Workers' Compensation.** Insurance in compliance with ORS 656.017, which requires all employers that employ subject workers, as defined in ORS 656.027, to provide workers' compensation coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). If contractor is a subject employer, as defined in ORS 656.023, contractor shall obtain employers' liability insurance coverage limits of not less than \$1,000,000.
- 6) **Directors & Officers Liability.** Directors, officers and organization liability insurance covering the SUBRECIPIENT's Organization, Directors, Officers, and Trustees actual or alleged errors, omissions, negligent, or wrongful acts, including improper governance, employment practices and financial oversight – including improper oversight and/or use of Grant Funds and donor contributions – with a combined single limit of no less than \$1,000,000 per claim.
- 7) **Additional Insured Provisions.** All required insurance, other than Professional Liability, Workers' Compensation, and Personal Automobile Liability and Pollution Liability Insurance, shall include “Clackamas County, its agents, officers, and employees” as an additional insured, as well as the but only with respect to SUBRECIPIENT's activities under this agreement.
- 8) **Minors.** Contractor shall carry Abuse and Molestation Insurance as an endorsement to the Commercial General Liability policy, in a form and with coverage that are satisfactory to the County, covering damages arising out of actual or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment, supervision, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's

employees and volunteers. Policy endorsement's definition of an insured shall include the Contractor, and the Contractor's employees and volunteers. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Any annual aggregate limit shall not be less than \$3,000,000. These limits shall be exclusive to this required coverage. Incidents related to or arising out of physical abuse, mental injury, or sexual molestation, whether committed by one or more individuals, and irrespective of the number of incidents or injuries or the time period or area over which the incidents or injuries occur, shall be treated as a separate occurrence for each victim. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- 9) **Notice of Cancellation.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the COUNTY. Any failure to comply with this provision will not affect the insurance coverage provided to COUNTY. The 30 day notice of cancellation provision shall be physically endorsed on to the policy.
  - 10) **Insurance Carrier Rating.** Coverage provided by SUBRECIPIENT must be underwritten by an insurance company deemed acceptable by COUNTY. Insurance coverage shall be provided by companies admitted to do business in Oregon or, in the alternative, rated A- or better by Best's Insurance Rating. COUNTY reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
  - 11) **Certificates of Insurance.** As evidence of the insurance coverage required by this agreement, SUBRECIPIENT shall furnish a Certificate of Insurance to COUNTY. No agreement shall be in effect until the required certificates have been received, approved, and accepted by COUNTY. A renewal certificate will be sent to COUNTY 10 days prior to coverage expiration.
  - 12) **Primary Coverage Clarification.** SUBRECIPIENT coverage will be primary in the event of a loss and will not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above.
  - 13) **Cross-Liability Clause.** A cross-liability clause or separation of insured's condition will be included in all general liability, professional liability, and errors and omissions policies required by the agreement.
  - 14) **Waiver of Subrogation.** SUBRECIPIENT agrees to waive their rights of subrogation arising from the work performed under this Agreement.
- c) **Assignment.** SUBRECIPIENT shall not enter into any subcontracts or subawards for any of the Program activities required by the Agreement without prior written approval. This Agreement may not be assigned in whole or in part with the express written approval of COUNTY.
  - d) **Independent Status.** SUBRECIPIENT is independent of COUNTY and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. SUBRECIPIENT is not an agent of the COUNTY and undertakes this work independent from the control and direction of the COUNTY excepting as set forth herein. SUBRECIPIENT shall not seek or have the power to bind the COUNTY in any transaction or activity.
  - e) **Notices.** Any notice provided for under this Agreement shall be effective if in writing and (1) delivered personally to the addressee or deposited in the United States mail, postage paid, certified mail, return receipt requested, (2) sent by overnight or commercial air courier (such as Federal Express), (3) sent by facsimile transmission, with the original to follow by regular mail; or, (4) sent by electronic mail with confirming record of delivery confirmation through electronic mail



return-receipt, or by confirmation that the electronic mail was accessed, downloaded, or printed. Notice will be deemed to have been adequately given three days following the date of mailing, or immediately if personally served. For service by facsimile or by electronic mail, service will be deemed effective at the beginning of the next working day.

- f) **Governing Law.** This Agreement is made in the State of Oregon, and shall be governed by and construed in accordance with the laws of that state. Any litigation between COUNTY and SUBRECIPIENT arising under this Agreement or out of work performed under this Agreement shall occur, if in the state courts, in the Clackamas County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.
- g) **Severability.** If any provision of this Agreement is found to be illegal or unenforceable, this Agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- h) **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together will constitute one and the same agreement. Facsimile copy or electronic signatures shall be valid as original signatures.
- i) **Third Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third party beneficiaries to this Agreement. The terms and conditions of this Agreement may only be enforced by the parties.
- j) **Binding Effect.** This Agreement shall be binding on all parties hereto, their heirs, administrators, executors, successors and assigns.
- k) **Integration.** This agreement contains the entire agreement between COUNTY and SUBRECIPIENT and supersedes all prior written or oral discussions or agreements.

(Signature Page Attached)

**SUBRECIPIENT**

Clackamas County Children's Commission  
16518 SE River Road  
Milwaukie, OR 97267

**CLACKAMAS COUNTY**

Commissioner Tootie Smith, Chair  
Commissioner Sonya Fischer  
Commissioner Paul Savas  
Commissioner Martha Schrader  
Commissioner Mark Shull

**Signing on behalf of the Board:**

By: *Darcee Kilsdonk*  
Darcee Kilsdonk, Executive Director

By: \_\_\_\_\_  
Tootie Smith, Board Chair  
Clackamas County

Dated: 01.04.2022

Dated: \_\_\_\_\_

Approved as to form:  
1/4/2022

*Kathleen J. Ricketts*

- Exhibit A-1: Scope of Work
- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report
- Exhibit B: Program Budget
- Exhibit C: Performance Reporting Schedule
- Exhibit D-1: Request for Reimbursement
- Exhibit D-2: Monthly Activity Report
- Exhibit E: Program Requirements

## **EXHIBIT A-1 SCOPE OF WORK**

### **PROGRAM GOALS**

Kindergarten Readiness Partnership & Innovation Program is intended to:

- I. Promote community and school partnerships that improve children's readiness for kindergarten, in alignment with the goals, objectives, and strategies in *Raise Up Oregon* (<https://oregonearlylearning.com/raise-up-oregon>).
- II. Strengthen connections and collaboration between the early care and education sector and local kindergarten-grade 12 (k-12) systems and schools by investing in innovating and promising models for early learning/K-12 integration across the state that can be scaled and replicated.
- III. Build a body of evidence that Oregon can use to create stronger alignment between its early care and education and K-12 sectors.

### **PROGRAM ACTIVITIES**

Clackamas County Children's Commission will offer 4 week Pre-Kindergarten Summer Camps to children/families with no previous preschool experience throughout Clackamas County. These summer engagement programs will provide children and their parents the opportunity to become familiar with and practice skills necessary for a smooth transition into Kindergarten and lifelong success.

- Clackamas County Children's Commission will coordinate and facilitate Pre-Kindergarten Summer Camps for 4-5 year old children, with additional parenting education opportunities for their parents and primary care-givers.
- A focus will be given on recruiting and enrolling children/families with no previous preschool experience, and children from the BIPOC (Black and Indigenous people of color) community.
- All children will receive materials to be taken home to support learning and kindergarten preparation.

**Exhibit A-2**  
**Work Plan and Quarterly Report**  
**Early Learning Hub of Clackamas County**

**Provider:** Clackamas County Children's Commission  
**Program:** KPI  
**Regions Served:** County Wide  
**Reporting Period:** January 1, 2022 – June 30, 2023

**Hub Goals:**  
 1. Aligned, coordinated, and family-centered early childhood system  
 2. Children are supported to enter school ready to succeed  
 3. Families are healthy, stable and attached



Activities/Outputs	Intermediate Outcomes/Measurement Tool		Jan-Mar 2022	April-June 2022	July – Sept 2022	Oct-Dec 2022	Jan-Mar 2023	April-June 2023	TOTAL
<b>Jump Start to Kindergarten – Summer 2022 Programming</b>									
By Sept 30, 2022 a minimum of 45 children with no previous pre-k experience will participate in kindergarten transition and engagement activities. Child will receive a minimum of 75 hours of service.	A minimum of 45 unduplicated children will participate in pre-kindergarten summer programming	# Unduplicated Children Served							
	75% of children will attend at least 80% of program hours offered. (min. 60 hours)	% Children Attending 100% of hours offered							
		% Children Attending 80% of hours offered							
		% Children Attending 50% of hours offered							
	75% of children will display, or make progress towards, age appropriate social emotional development related to school readiness. (measured by teacher observation)	% Children improving/maintaining social emotional development							
By Sept 30, 2022 a minimum of 20 parents will participate in pre-kindergarten transition and engagement activities.	A minimum of 4 parent café sessions serving a minimum of 20 parents/caregiver will be facilitated.	# of workshops facilitated							
		# parents attending workshops							
	85% of parents will report improvement in family functioning, parent/child relationship or parenting knowledge /skills. (measured by PSU Outcomes Survey)	% Parents reporting positive improvement							

By June 30, 2022 a minimum of 30 families will receive assistance in registering their child for kindergarten at their local elementary school.	A minimum of 30 families, with no previous preschool experience, will successfully register their child for kindergarten at their local elementary school	# Children registered for Kindergarten by June 30, 2022							
		# Children registered for Kindergarten by Sept 30, 2022							

**Children, Youth & Families Division  
 Early Learning Hub of Clackamas County  
 Work Plan 2021-2023  
 Comments and Narrative**

*Please provide updates on key strategies and deliverables as well as any changes in sustainability planning and cross-sector partnerships. Include program successes and current challenges. Note any strategies moving forward to alleviate those challenges. Please include in this narrative any professional development staff may have participated in that was funded through this contract.*

Reporting Period	Narrative
<b>January-March 2022:</b>	
<b>April-June 2022:</b>	
<b>July-Sept 2022: Please indicated all schools (name/location) where summer camp programming occurred.</b>	

<b>Oct – Dec 2022:</b>	
<b>January-March 2023:</b>	
<b>April-June 2023:</b>	

### Exhibit A-3 Demographic Report

Exhibit A-3 Quarterly Demographics Report											
Program: Kindergarten Partnership Innovations	Provider: Clackamas County Children's Commission										
Race/Ethnicity	Program Participants Served										
• Participants should be counted in one category of race/ethnicity. • Participants that identify as multi-racial should be counted in that category and the particular racial mix should be included in a narrative.	First quarter count ALL clients as new										TOTAL SERVED YTD
	Feb-Mar '22	Apr-Jun '22			July-Sept '22			Oct-Dec '22			
	NEW	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	NEW	CONTINUING	CLOSED	
<b>American Indian and Alaska Native</b>											
American Indian											0
Alaska Native											0
Canadian Inuit, Metis or First Nation <i>(please identify in narrative)</i>											0
<b>Asian</b>											
Chinese											0
Vietnamese											0
Korean											0
Laotian											0
Filipino											0
Japanese											0
South Asian											0
Asian Indian											0
Other Asian <i>(please identify in narrative)</i>											0
<b>Black/African American</b>											
African American											0
African											0
Caribbean											0
Other Black <i>(please identify in narrative)</i>											0
<b>Hispanic or Latino</b>											
Hispanic or Latino Mexican											0
Hispanic or Latino Central American											0
Hispanic or Latino South American											0
Other Hispanic or Latino <i>(please identify in narrative)</i>											0
Indigenous Mexican, Central American or South American <i>(please identify)</i>											0
<b>Pacific Islander</b>											
Native Hawaiian											0
Guamanian or Chamorro											0
Samoa											0
Other Pacific Islander <i>(please identify in narrative)</i>											0
White											0
Slavic											0
Middle Eastern											0
North African											0
Multi-Racial <i>(please identify in narrative)</i>											0
Decline to Answer											0
Unknown											0
<b>TOTAL BY RACE/ETHNICITY</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Primary Language</b>											
Cantonese											0
English											0
Russian											0
Spanish											0
Ukranian											0
Vietnamese											0
Other <i>(list language in narrative)</i>											0
<b>TOTAL BY LANGUAGE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Gender Identification</b>											
Female											0
Male											0
Transgender											0
Unknown or Declined to Say											0
<b>TOTAL BY GENDER</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Age</b>											
0-6											0
Unknown or Declined											0
<b>TOTAL BY AGE</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Race/Ethnicity TOTAL, Gender TOTAL and Age TOTALs should match.											

**Exhibit B: Budget**

<b>Exhibit B: Budget</b>			
<b>Contractor:</b>	Clackamas County Children's Commission		
<b>Program:</b>	KPI		
<b>Address:</b>	16518 SE River Road		
	Milwaukie, OR 97267		
<b>Contact Person:</b>	Christina Aguirre	<b>Contract</b>	<b>10466</b>
<b>Phone Number:</b>		<b>Dates</b>	<b>2/1/22-6/30/23</b>
<b>E-mail:</b>			
<b>Budget Category</b>		<b>Approved Budget</b>	<b>Total Budget</b>
<b><u>Personnel</u></b>			
Summer Camp Staff		\$ 49,299.00	\$ 49,299.00
Fringe		\$ 14,921.00	\$ 14,921.00
		<b>\$ 64,220.00</b>	<b>\$ 64,220.00</b>
<b><u>Administration</u></b>			
Admin		\$ 7,695.00	\$ 7,695.00
		<b>\$ 7,695.00</b>	<b>\$ 7,695.00</b>
<b><u>Program costs</u></b>			
Summer Camp supplies		\$ 5,000.00	\$ 5,000.00
<b><u>Additional (please specify)</u></b>			
		\$ -	\$ -
		<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>
<b>Total Budget</b>		<b>\$ 76,915.00</b>	<b>\$ 76,915.00</b>



## EXHIBIT C: PERFORMANCE REPORTING SCHEDULE

### Schedule and Requirements:

Due **monthly** by the 15<sup>th</sup> of the month for the previous month (only if requesting payment *monthly*):

- Exhibit D-1: Request for Reimbursement and general ledger
- Exhibit D-2: Monthly Activity Report

Due **quarterly** by the 15<sup>th</sup> of the month following the end of the quarter:

- Exhibit A-2: Work Plan Quarterly Report
- Exhibit A-3: Demographic Report

Quarterly due dates:

- January-March                      Due April 15, 2022
- April-June                              Due July 15, 2022
- July-September                      Due October 15, 2022
- October-December                      Due January 15, 2023

**EXHIBIT D-1: REIMBURSEMENT REQUEST**

<b>Exhibit D-1: REQUEST FOR REIMBURSEMENT</b>				
Requests for reimbursement and supporting documentation are due monthly by the 15th of the month, including:				
<ul style="list-style-type: none"> <li>• Request for Reimbursement with an authorized signature</li> <li>• General Ledger backup to support the requested amount</li> <li>• Monthly Activity Report (Exhibit D-2) showing numbers served and activities conducted during the month of request <i>(The Monthly Activity Report is NOT required on months when quarterly reports are due).</i></li> </ul>				
<b>Contractor:</b>	Clackamas County Children's Commission	<b>Contract Number:</b>	10466	
<b>Address:</b>	16518 SE River Road Milwaukie, OR 97267	<b>Report Period:</b>		
<b>Contact Person:</b>	Christina Aguirre			
<b>Contact Info:</b>			KPI	
<b>Term:</b>				
Budget Category	Approved Budget	Current Draw Request	Previously Requested	Balance
<b><u>Personnel</u></b>				
Summer Camp Staff	\$ 49,299.00	\$ -	\$ -	\$ 49,299.00
Fringe	\$ 14,921.00	\$ -	\$ -	\$ 14,921.00
	<b>\$ 64,220.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 64,220.00</b>
<b><u>Administration</u></b>				
Admin	\$ 7,695.00	\$ -	\$ -	\$ 7,695.00
	<b>\$ 7,695.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,695.00</b>
<b><u>Program costs</u></b>				
Summer Camp supplies	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
Additional (please specify)				
	\$ -	\$ -	\$ -	\$ -
	<b>\$ 5,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,000.00</b>
<b>Total Budget</b>	<b>\$ 76,915.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 76,915.00</b>
<i>Clackamas County retains the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.</i>				
<b>CERTIFICATION</b>				
<i>By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and represents actual expenditures, disbursements and cash receipts for the purposes and objectives set forth in the terms of the agreement.</i>				

**EXHIBIT D-2: MONTHLY ACTIVITY REPORT**

February 1, 2022 through June 30, 2023

**Agency:** Clackamas County Children's Commission

**Funded Service:** Kindergarten Readiness Partnership & Innovation

**Program Contact:**

**Contact Info:**

*This report covers the fiscal year starting February 1, 2022 through June 30, 2023. Complete the sections below as they apply to the group(s) targeted for services with this funding as outlined in your Work Plan.*

*Submit this report with monthly requests for reimbursement except on months when the quarterly report is submitted.*

**1. Total number of participants served during the month with the funding allocated for this programming:**

Number of adult participants:

Number of children:

Number of unduplicated adults to date:

**2. Activities that were conducted during the month with the funding allocated for this programming:**

**3. Issues related to service delivery and how those issues were addressed.**

Person(s) completing this form:

Date:

## EXHIBIT E

### KINDERGARTEN PARTNERSHIP AND INNOVATION (KPI) PROGRAM REQUIREMENTS

- **Program Purpose.** SUBRECIPIENT will provide KPI services in Clackamas County as described in section 3 below. KPI Services are intended to:
  - a. Improve children's readiness to succeed in kindergarten, and to reduce early gaps in opportunity and access to high quality, developmentally appropriate, and culturally responsive early learning experiences;
  - b. Strengthen connections and collaboration between providers of early learning and local Kindergarten-Grade 12 (K-12) systems and schools;
  - c. Launch or expand innovative models for early learning/K-12 integration that may have the potential to be scaled and replicated in other communities throughout the state.
- **Equity Statement and Objectives.** SUBRECIPIENT must ensure the following:
  - SUBRECIPIENT's entire organization works to build a climate that promotes acceptance, inclusion and respect of all individuals;
  - SUBRECIPIENT's staff understand the communities they serve, in a non-static manner, including the communities' culture, values, norms, history, customs, and particularly types of discrimination, marginalization and exclusion they face in this country. Grantee must apply that knowledge to services they provide under this Grant in a responsive, non-limiting and non-stereotyping manner;
  - Whenever possible, interact with service users according to the users' preferred cultural norms including social greetings, family conventions, dietary preferences, welcoming culture, healing beliefs and spiritual needs;
  - Staff engage in continuous learning about their own biases, assumptions and stereotypes that limit their ability to be culturally responsive, and to understand how these biases affect their work with service users; and Grantee uses data-driven needs, demographics and risks of the community in the determination of which populations to target and prioritize for services.
  - Use data-driven needs, demographics and risks of the community in the determination of which populations to target and prioritize for services.
- **Eligibility.** Target all KPI-funded resources and activities to children and families from Historically Underserved Communities.
- **Services.** KPI services should assist children in becoming ready for and successful in kindergarten including, but not limited to preschool and other early learning opportunities in connection with other community based providers, licensed childcare providers, elementary schools, and/or other providers of early learning services.
- **Restrictions on Use of Funds.** Providers of KPI services are limited to Education Service Districts (ESD), K-12 school districts, non-profit organizations, and post-secondary institutions. Funds may not be used for capital expenses, such as facilities, or to supplant existing federal or state funds. Capital expenses do not include operating supplies such as books, curriculum, materials, manipulatives, or furniture that is developmentally appropriate for young children.

- **Ownership.**

- a. **Intellectual Property Definitions.** As used in this Section and elsewhere in this Grant, the following terms have the meanings set forth below:

“Grantee Intellectual Property” means any intellectual property owned by Grantee and developed independently from the Project.

“Third Party Intellectual Property” means any intellectual property owned by parties other than Grantee or Agency.

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item Grantee is required to create or deliver as part of the Project, and all intellectual property rights therein.

- b. **Grantee Ownership.** Grantee must deliver copies of all Work Product as directed in Exhibit A. Grantee retains ownership of all Work Product, and grants Agency an irrevocable, non-exclusive, perpetual, royalty-free license to use, to reproduce, to prepare derivative works based upon, to distribute, to perform and to display the Work Product, to authorize others to do the same on Agency’s behalf, and to sublicense the Work Product to other entities without restriction.
  - c. **Third Party Ownership.** If the Work Product created by Grantee under this Grant is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Grantee must secure an irrevocable, non-exclusive, perpetual, royalty-free license allowing Agency and other entities the same rights listed above for the pre-existing element of the Third party Intellectual Property employed in the Work Product. If state or federal law requires that Agency or Grantee grant to the United States a license to any intellectual property in the Work Product, or if state or federal law requires Agency or the United States to own the intellectual property in the Work Product, then Grantee must execute such further documents and instruments as Agency may reasonably request in order to make any such grant or to assign ownership in such intellectual property to the United States or Agency.
- **Confidential Information.** Grantee acknowledges it and its employees or agents may, in the course of performing its responsibilities, be exposed to or acquire information that is: (i) confidential to Agency or Project participants or (ii) the disclosure of which is restricted under federal or state law, including without limitation: (a) personal identifiable information, as that term is used in ORS 646A.602(11), (b) social security numbers, and (c) information protected by the federal Family Educational Rights and Privacy Act under 20 USC § 1232g (items (i) and (ii) separately and collectively “Confidential Information”).
    - a. **Nondisclosure.** Grantee agrees to hold Confidential Information as required by any applicable law and in all cases in strict confidence, using at least the same degree of care Grantee uses in maintaining the confidentiality of its own confidential information. Grantee may not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties, or use Confidential Information except as is allowed by law and for the Project activities and Grantee must advise each of

its employees and agents of these restrictions. Grantee must assist Agency in identifying and preventing any unauthorized use or disclosure of Confidential Information. Grantee must advise Agency immediately if Grantee learns or has reason to believe any Confidential Information has been, or may be, used or disclosed in violation of the restrictions in this Section. Grantee must, at its expense, cooperate with Agency in seeking injunctive or other equitable relief, in the name of Agency or Grantee, to stop or prevent any use or disclosure of Confidential Information. At Agency's request, Grantee must return or destroy any Confidential Information, If Agency requests Grantee to destroy any confidential information, Grantee must provide Agency with written assurance indicating how, when and what information was destroyed.

- b. **Protection Law.** Grantee must have and maintain a formal written information security program that provides safeguards to protect Confidential Information from loss, theft, and disclosure to unauthorized persons, as required by the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628. If Grantee or its agents discover or are notified of a potential or actual "Breach of Security", as defined by ORS 646A.602(1)(a), or a failure to comply with the requirements of ORS 646A.600 – 628, (collectively, "Breach") with respect to Confidential Information, Grantee must promptly but in any event within one calendar day (i) notify the Agency Grant Manager of such Breach and (ii) if the applicable Confidential Information was in the possession of Grantee or its agents at the time of such Breach, Grantee must (a) investigate and remedy the technical causes and technical effects of the Breach and (b) provide Agency with a written root cause analysis of the Breach and the specific steps Grantee will take to prevent the recurrence of the Breach or to ensure the potential Breach will not recur. For the avoidance of doubt, if Agency determines notice required of any such Breach to any individual(s) or entity(ies), Agency will have sole control over the timing, content, and method of such notice, subject to Grantee's obligations under applicable law.
- c. **Subgrants/Contracts.** Grantee must require any subgrantees, contractors or subcontractors under this Grant who are exposed to or acquire Confidential Information to treat and maintain such information in the same manner as is required of Grantee under subsections 10.1 and 10.2 of this Section.
- d. **Background Check.** If requested by Agency and permitted by law, Grantee's employees, agents, contractors, subcontractors, and volunteers that perform Project activities must agree to submit to a criminal background check prior to performance of any Project activities or receipt of Confidential Information. Background checks will be performed at Grantee's expense. Based on the results of the a background check, Grantee or Agency may refuse or limit (i) the participation of any Grantee employee, agent, contractor, subgrantee, or volunteers, in Project activities or (ii) access to Agency Personal Information or Grantee premises.